

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO.: 04	3. EFFECTIVE DATE 1/30/06	4. PURCHASE REQUISITION NO.:	5A. SOLICITATION/CONTRACT/PROJECT TITLE
		5B. PROJECT NO (If applicable)	
6. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515		7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building, Room H2-263 Attn: Christopher Blumberg Second and "D" Streets, S.W. Washington, DC 20515	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. 050019
			9B. DATED (See Item 11) September 26, 2005
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (See Item 13)

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment;

(b) By acknowledging receipt of this amendment in Block 12 of the AOC 33 or Block 19 of the AOC 1442 of the original solicitation package, giving amendment number and its date; or

(c) By separate letter which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)(1)		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return it to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE CONTINUATION PAGE Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER (Type or print)	
15B. OFFEROR/CONTRACTOR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT NO.: 04 Solicitation No.: 050019

This amendment is issued as follows:

- 1) Clarify the language contained in J.3.31 Displaced Workers, as annotated on the enclosed pages J.3-18 and J.3-19.
- 2) Clarify the language contained in L.11.9 PROPOSAL SECTION D – Financial Proposal and Projections, as annotated on the enclosed page L-98.
- 3) Clarify the language contained in Section M, as annotated on the enclosed pages M -101 through M -105.
- 4) The following contract pages shall be removed and replaced. The replaced pages contain black lines in the right hand margin which indicate text that has been changed.

Remove Page(s)	Insert Pages
C-26	C-26
G-38	G-38
L-98	L-98
M -101 through M -104	M -101 through M -105
J.3-18	J.3-18
J.3-19	J.3-19

- 5) Provide responses to the following questions:

a) Can the requirement requiring that the contractor submit its tax returns each year be deleted?

Response

Paragraph G.4.4 on page G-38 is deleted.

b) Can a clause be incorporated into the RFP/Contract that requires the successor contractor or the Government to pay incumbent contractor the remaining (un-depreciated) value for the equipment and renovations/improvements provided by the company awarded this contract?

Response

Paragraph C.4.3(9) is added to page C-26.

c) It is our understanding that at the House and Senate, Coca-Cola has separate vending contracts. Will these contracts continue with Coca-Cola at these locations and should we bid on this service? If yes, what are the current sales?

Response

Current sales and/or commissions for vending for House and Senate are included in Sections J.5.7, J.6.6 and J.6.7. Pricing/offers detail for vending is included in J.5.12, J.6.11 and additional information sent for J.6.11 with amendment 3. Offerors must bid to operate all restaurants, catering/events, and vending as described in the RFP, unless noted in the RFP as an exception.

d) We did not see the menus (with pricing) for the House Member's Dining Room. Could you please forward this information?

AMENDMENT NO.: 04 Solicitation No.: 050019

Response

A menu (with pricing) for the House Members' Dining Room have been provided to each offeror under separate email.

e) Please clarify item L.11.8.13.i. It seems the contractor is allowed to charge a fee to the Entity.

Response

In addition to the differential for wage and benefits, offerors are asked to propose what their administration fee would be to manage the process for providing differential wage and benefits for employees covered under J.3.31 Displaced Workers.

f) Can we get a copy of DC Stat 32-101?

Response

DC Stat 32-101 may be obtained through the Washington DC City Government website (www.grc.doc.gov). There may be several ways to search and obtain the requested information. One method is to click "DC Laws" along the left side of the home page, click "DC Official Code Online", click "Title 32 Labor", and click "Chapter 1."

- (6) If any of the Entities terminates the Contract for a material breach of the Contract by Contractor, the Entities or the successor Contractor shall have the option to provide a reimbursement or "buy-back" of the capitalized equipment. The Entities or successor Contractor shall have no obligation to provide reimbursement or "buy-back" of the capitalized equipment.
- (7) The reimbursement or 'buy-back' of unamortized capital investment would not include any FF&E that is proprietary to the Contractor, such as trade dress, logo, etc., and is Contractor-specific and not transferable to another Contractor. These items must be clearly identified in Contractor's proposal.
- (8) The Entity reserves the right at any time during the term of the contract to pay-off the unamortized portion of Contractor's capital investment, if any, with no interest or penalties.
- (9) In the event of a new foodservice contract by one of the Entities due to the expiration of the current contract, the appropriate Entity or successor Contractor may reimburse Contractor the unamortized capital cost for the capitalized equipment. Upon receipt of reimbursement, the Contractor shall convey clear title to the capitalized equipment to the Entity or successor Contractor.

.4 Loose Equipment

- (1) Contractor will provide and own, at Contractor cost and expense, all loose equipment including, but not necessarily limited to, kitchenware, point-of-sale/cash registers, computers and computer related hardware and software, catering equipment, office furniture/furnishings, carts and fax machines. The Entities will have the right of review and approval of any loose equipment that will be used or in view of visitors/customers.
- (2) All loose equipment is currently owned by AOC in the Senate foodservice and catering facilities. In the case of the Senate, which is currently self-operated, the Contractor will be purchasing the Senate's loose equipment. At the time of contract award, an independent party will conduct an inventory and determine fair market value of the loose equipment. Contractor will pay the Entity the fair market value price and acquire the loose equipment.

.5 Contractor Exclusive Investment

The Contractor will be responsible for paying for the following investment items. These investment dollars would not be subject to amortization and buy-back in the case of contract termination under any circumstances.

- (1) Contractor pre-opening and start-up costs and expenses including any corporate overhead, staff or related charges if applicable to the Contractor.
- (2) Consumable food, beverage (alcoholic and non-alcoholic), sundries/convenience shop and supply inventories. Contractor will agree to purchase on-hand consumable inventories from the AOC for the Senate foodservice and catering facilities. This will not include any food or beverages that are open or in production. Contractor may, at Contractor's option, assume part or all of the

amount accrued and became due.

Failure of the Contractor to timely effect any of the accounting period payments required may be grounds for termination

.2 Statement of Income & Expense

Within sixty calendar days following the end of each Contract year during the Contract services term, the Contractor shall provide the Entity with a statement of income and expense covering the operation of the services. This statement of income and expense shall be based on industry standard accounting practices and shall include a breakdown of all income and expense categories including percentage ratios, monthly and year-to-date budget, etc.

Upon request, the Contractor shall provide additional breakdowns and/or explanations of line-item income and/or expense items. Monthly, during the contract, Contractor's senior management (Contractor's representative(s) above Contractor's on-site general manager) shall discuss the monthly statement of income and expense with the Entity representative(s) that have oversight and responsibility for this Contract.

If at any time during the Contract the Contractor makes a request (operational or financial) that the related Entity feels, in its reasonable opinion, requires a detailed review of the statement of income and expense, the Contractor agrees to provide such Entity with any financial information reasonably requested, including, without limitation, a hard copy of the most current statement of income and expense (including year-to-date results, if applicable), and the Entity agrees to limit distribution of the document(s) for review by those who need to know such information as it relates to the Entity's request(s). All financial information provided by the Contractor, whether under this Paragraph or any other Section of this Contract, shall be true and complete and prepared in accordance with generally accepted accounting principles consistently applied.

.3 Annual Statement of Gross Receipts

Within forty-five calendar days following the end of each contract year during the Contract, the Contractor shall provide the Entity with a statement of Gross Receipts, certified by a financial officer of, together with payment of any Commissions determined to be outstanding, owing and not previously paid.

.4 Deleted

.5 Books & Records

any non-compliance issues in the all regions of the U.S.

- (i) For the Senate only, propose your fee structure for administration and coordination associated with maintaining Senate Restaurant employees who transition to the Contractor at their current wages and benefits.

.9 PROPOSAL SECTION D -- Financial Proposal and Projections:

(1) Respond to the following:

- (a) Provide a detailed plan of proposed commission to the Entities based on a percentage of total Gross Revenues, based on volume of sales, separately by sales department. The plan should be specific to the source of revenue (restaurant, vending machines, etc.) and clearly indicate the percentage of Gross Receipts for each source. The plan should indicate that commissions are paid monthly and if a minimum guarantee is offered. The goal is to receive the highest possible percentage commission, commensurate with your proposal and related financial, operational, discount and service considerations to, at a minimum, help offset costs of repairs, maintenance, utilities, etc.
- (b) Provide your financial projections using the Excel spreadsheets provided in Section J.7. Do not change or alter the spreadsheets.
- (c) Complete the Sales, Staffing, Commissions and Capital Investment Worksheets applicable to your proposal located in Section J.7.
- (d) Deleted
- (e) Submit verification that your proposed capital investment is approved.

L.12 ORAL PRESENTATIONS OF PROPOSALS

The Entities (evaluation committee) will receive oral presentations, tentatively scheduled for March 28th through 30th, 2006 with companies that are considered within the Competitive Range. Any Contractor that submits a proposal should tentatively block the Oral Presentation dates. The Competitive Range will be announced on or about March 17th, 2006. Date and time of the oral presentations, approximately three hours each, will be assigned by the Entities. Oral Presentations/Interviews will consist of presentation of Contractor's overall plan to provide foodservice and may include tastings of proposed menu items.

L.13 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

- .1 The Entities may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of a contract executed

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION PROCESS

- .1 The Entities will conduct a preliminary evaluation of all proposals submitted on a timely basis to determine compliance with RFP requirements and mandatory document submissions.
- .2 After the above review, Entities reserve the right to ask Offerors for additional information to clarify a proposal submission.
- .3 The Entities will evaluate proposals for Pre-Qualification in accordance with Section M.2 "PRE-QUALIFICATION EVALUATION PROCESS" below.
- .4 Based on the Pre-Qualification evaluations, Offerors determined to be in the competitive range will be invited to submit a proposal in accordance with Section L.11 "PROPOSAL FORMAT."
- .5 The Entities will evaluate proposals, provided in response to Section L.11, in accordance with Section M.3 PROPOSAL EVALUATION.
- .6 Based on the Proposal evaluations, Offerors still determined to be in the competitive range will be invited to orally present their proposals and have a question and answer session. Questions may be submitted to Offerors before the meeting. See Section L.12 for Oral Presentation information.
- .7 The Entities will only evaluate those proposals from prospective Offerors covering all services detailed in this RFP. Proposals for services for one or more Entity, but not all the services, will be deemed unacceptable and will not be evaluated by the Entities.
- .8 At any time during the evaluation process related to this RFP, the House or Senate may withdraw its services from consideration for contract award. After an Entity has withdrawn from participation, those parts of the Offeror's proposals referring to the Entity will no longer be evaluated. Complete details about existing House and Senate operations and services, to the extent available, are contained in Sections C and J of this RFP document.
- .9 A number of factors will be considered in the evaluation of each proposal to determine which proposal, if any, is the "Best Value." The factors are:

Technical Factors

- (A) Company Information and Ability to Finance
- (B) Clients/Other Foodservice/Restaurant Operations

(C) Operational Plan and Proposed Services

Price Factor

(D) Financial Proposal and Projections

- a. During the Pre-Qualification evaluation, Factor A (Company Information and Ability to Finance) and Factor B (Clients/Other Foodservice/Restaurant Operations) are of equal importance.
 - b. During the Proposal Evaluation, the ratings of Factors A and B will be considered along with the rating of Factor C. Factor C is more important than Factors A and B combined. The Technical Factors are considered to be generally more important than the Price Factor. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.
- .10 Proposals will be rated by an adjectival method. The Entities will read and assess proposals. Proposals will be assigned an adjectival rating for each Technical Factor. The following descriptive adjectival ratings will be used when evaluating the Technical proposals:

OUTSTANDING: Very comprehensive, in-depth, clear response. The offeror has demonstrated an approach which significantly exceeds stated requirements in a beneficial way. Consistently high quality performance can be expected.

EXCELLENT: Extensive, detailed response to all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than high performance might be expected.

ACCEPTABLE: The Offeror has demonstrated an approach which is considered to meet the stated requirements and demonstrated a good probability of success. There is an average risk that this offeror would fail to meet the quantity, quality, and schedule requirements of the solicitation. Weaknesses are not major.

MARGINAL: The offeror has demonstrated an approach which fails to meet all the stated requirements. The response is considered marginal in terms of the basic content and amount of information provided. There is a low probability of success. Although considered marginal because of deficiencies, they are susceptible to being made acceptable through discussions.

UNACCEPTABLE: The offeror has demonstrated an approach which significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision to the proposal would be necessary.

NOTE: A rating of Unacceptable or Marginal in any factor will deem the overall proposal Unacceptable or Marginal. Award shall not be made to a contractor with a Marginal or Unacceptable rating.

M.2 PRE-QUALIFICATION EVALUATION

.1 Technical Factor A - Company Information and Ability to Finance:

The Offeror will be evaluated on the perceived strengths and weaknesses of the proposal and the extent the proposal demonstrates the resources and capability to provide the required services as identified in the RFP.

The Offeror must verify its ability and commitment to provide adequate funding. A prospective Offeror will be required to have liquid and verifiable funding of at least \$ five million, not including proposed remodeling/renovation and/or capital investment required for the CVC server and/or to any of the facilities if part of your proposal. Funds may be available from the Offeror's private capital (verifiable documents submitted with Offeror's proposal) and/or from a commercial lender or third party with an unconditional, formal and binding letter of commitment included with Offeror's proposal. Funds not currently on hand, but which are confirmed in writing with Offeror's proposal to be available at commencement of contract term, may be acceptable. The Offeror must provide documentation that the necessary funding will be available. In the case of a public corporation, an original, notarized letter signed by an officer of the company that represents that company's finance committee or whatever entity (executive committee, board of directors, etc.) that has the authority to authorize this expenditure will satisfy this requirement

.2 Technical Factor B - Clients/Other Foodservice/Restaurant Operations:

The Offeror will be evaluated on verified years of experience, the quality of such experience and demonstrated ability to perform in a similar type of business. Experience in a similar type of business, for the purposes of this RFP, is defined as, an individual or entity that has been an owner or manager of self-service cafeteria or restaurant and on-site food and alcoholic beverage catering in a large office building or cultural institution with annual retail sales of at least \$20 million. Prior work with public agencies and relevant education will also be considered. Catering experience must include the ability to provide all types of catering menus, pricing and variety to meet the diverse needs of the users. Experience also includes relevant and similar experience with convenience store(s) and vending machine operations. The Offeror will be evaluated on the extent of successful completion of similar services, taking into consideration the degree of client satisfaction. Higher ratings/scores will be given to Offerors whose performance on similar services has exhibited the most success and client

satisfaction. In investigating the Offeror's past experience/performance, the Government will consider information submitted by the Offeror and may consider information from other sources, including visits to client locations.

M.3 PROPOSAL EVALUATION

.1 Technical Factor C - Operational Plan and Proposed Services

The Offeror will be evaluated on the perceived strengths and weaknesses of the proposal and the extent the proposal demonstrates a clear and thorough understanding of the objectives and unique needs of the Entities as identified in the RFP and the Offeror's commitment to implement the components of the plan in a comprehensive and effective manner to ensure the successful delivery of consistent high quality service.

.2 Price Factor D - Financial Proposal and Projections

Price will not receive an adjectival rating. Evaluation will measure not only the actual commission rate but also analyze the realism and reasonableness of the Offeror's proposed commission plan and financial projections as well as its position in the range of all prices. Each proposal will be compared with the other proposals received to evaluate reasonableness. If, in the opinion of the SSEB, a proposal appears substantially out of line with the market average, that offeror will be so advised. Proposed "Profit Sharing" or "Loss Sharing", whereby the Entity would share equally, or on a percentage basis, in the operating profit or loss, arrangements will cause the overall proposal to be "Unacceptable." Proposals will be ranked from lowest price to highest price.

M.4 CONTRACT AWARD (AOC) (JUN 2003)

- .1 The Government will award contract(s) resulting from this solicitation to the responsible Contractor whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors, specified elsewhere in this solicitation, considered.
- .2 The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the offer with the most favorable price, and (3) waive informalities and minor irregularities in offers received.
- .3 The Entities intend to evaluate proposals and award a contract(s) after conducting discussions with Offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Therefore, the Offeror's initial proposal for both Proposal Sections A & B and Proposal Sections C & D, if invited (See paragraph M.1.4), should contain the Offeror's best terms. At a minimum, the Entities expect to award a contract for the CVC restaurant and catering services (Section C.1).

- .4 The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.
- .5 A written award or acceptance of offer mailed or otherwise, furnished to the successful Contractor within the time for acceptance specified, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph .4 of this article), unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

M.5 EVALUATION OF OPTIONS

Both the potential House and Senate contracts contain "option" items as described in sections C.2 and C.3 respectively. Evaluation of these options will not obligate the Government to exercise the option(s).

END OF SECTION M

.31 DISPLACED WORKERS

(1) Covered employees

- (a) This provision shall apply to Senate Restaurant employees employed on a permanent basis continuously since 9/23/05, during the 90-day transition to Contract services and subsequent employment without a break in service, by a Contractor in the Senate facilities identified in Section C.3.
- (b) For the purposes of this provision "Contractor" includes a subcontractor and means an individual or company that employs 25 or more persons.
- (c) "Permanent" is defined as an employee who is employed on a continuing duration without a time or term limitation.

(2) Transition employment period

- (a) The Senate within a period of (ten) 10 days after the awarding of a contract shall make available to the Contractor the names of all Senate Restaurant employees employed at the site or sites covered by the Contract, the date each employee was hired, and the employee's occupation classification.
- (b) The Contractor shall retain for a 90-day transition employment period covered employees as defined in 1(a) who have been employed by Senate Restaurants continuously since 9/23/05.
- (c) If at any time after the 90-day transition employment period, the Contractor determines that fewer employees are required to perform the Contract than were required by the Senate, the Contractor shall retain employees by seniority within job classification.
- (d) Deleted
- (e) The Contractor shall not discharge an employee retained pursuant to this provision during the 90-day transition period without cause.
- (f) At the end of the 90-day transition employment period, the Contractor shall perform a written performance evaluation for each employee retained pursuant to this provision. If the employee's performance during the 90-day transition employment period is satisfactory, the Contractor shall offer the employee continued employment under the terms and conditions established by the Contractor.

(3) Wage and Benefits

- (a) Senate Restaurant employees will retain their current wages and benefits,

as of 9/23/05, while continuously employed by the Contractor, subject to availability of appropriated funds.

- (b) Senate Restaurant employee benefits include: retirement plan, health insurance, life insurance, thrift savings, annual and sick leave, holiday pay, meal allowance, and transit subsidy.
- (c) Contractor will be reimbursed, through a negotiated fee arrangement, for the wage and benefits differential and administrative fees involved in retaining the former Senate Restaurant employees' current wage and benefits plans. The reimbursement fee will be determined as a part of the RFP process.

(4) Indemnification

The Contractor shall comply with this provision and agrees to indemnify, defend and hold harmless the Senate against and in respect to all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, including interest, penalties and attorney's fees that the Senate may incur or suffer which arise, result from, or relate to any breach of, or failure of the Contractor to comply with this provision.

- (5) Please reference Section J.6.16 for more detailed information.

.32 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

CLAUSE TITLE	DATE	FAR NUMBER
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA,		